

JPA File No.: 06-157 I
AG Contract No.: P001 2007 002424
Project No.: 095 LA 157
Project: Drainage Improvements, Road
Widening
Section: SR 95, Holiday Harbor
TRACS No.: H6380 01C
Budget Source Item No.: 733XX
(either FY 08 or 09 District Minor)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
LA PAZ COUNTY

THIS AGREEMENT is entered into this date October 29th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the LA PAZ COUNTY, acting by and through its ADMINISTRATOR and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

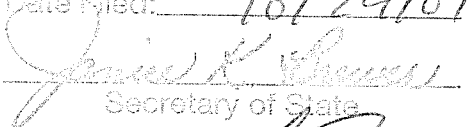

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State and County have agreed to enter into an Agreement for the purpose of incorporating drainage improvements and widening the roadway on SR 95 at Holiday Harbor. This effort will provide a continuous 12', two-way, left-turn lane and 8' shoulders from south of Wilderness Access Driveway to north of Bighorn Drive, MP 156.8 – 157.4. A new pipe culvert will be installed crossing SR 95 adjacent to the existing 2 - 42" CMP culverts near Bighorn Drive. The County will contribute an amount not to exceed \$20,000.00 towards the cost of construction of the new pipe culvert at Bighorn Drive, plus provide maintenance of this and two other culverts in the area. The State will be responsible for the balance of the construction, right-of-way and environmental clearance efforts, collectively hereinafter referred to as the "Project."

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29376
Filed with the Secretary of State
Date Filed: 10/29/07

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit design plans to the County Engineer or designee for review and comments as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

c. Upon execution of this Agreement, the State shall invoice the County a lump sum amount not to exceed \$20,000.00 for the County's share of the Project.

2. The County shall:

a. Upon execution of this Agreement, and receipt of an invoice from the State, remit to the State within thirty-days (30) the lump sum of \$20,000.00 for the County's share of the Project.

b. Review the design documents required for construction of the Project, and provide comments to the State as appropriate. Be responsible for any design consultant and contractor claims for additional compensation caused by Project delays attributable to the County.

c. Grant the State the necessary temporary construction easements, rights-of-entry for construction, and maintenance of the Project, if applicable.

d. At the completion of the Project, the County shall completely maintain the new pipe culverts from within ADOT right-of-way to the river on ADOT drainage easements nearby per Exhibit A, attached hereto and made part hereof. Additionally, maintain the new pipe culvert at Bighorn Drive in its entirety. Obtain, per established procedures of ADOT's District Permit Office, a valid annual Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the County within ADOT's rights of way.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance provided by the County shall be perpetual. This Agreement may be cancelled at any time prior to the award of the construction contract, upon a thirty-day (30) written notice to either party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to provide maintenance to property or facilities within the County's right-of-way.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

La Paz County
Attn: County Administrator
1108 Joshua Ave.
Parker, Arizona 85344
(928) 669-6115
(928) 669-9709 Fax

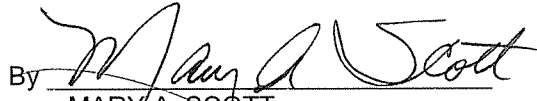
7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

LA PAZ COUNTY

By 
MARY A. SCOTT
Chairman, Board of Supervisors

ATTEST:

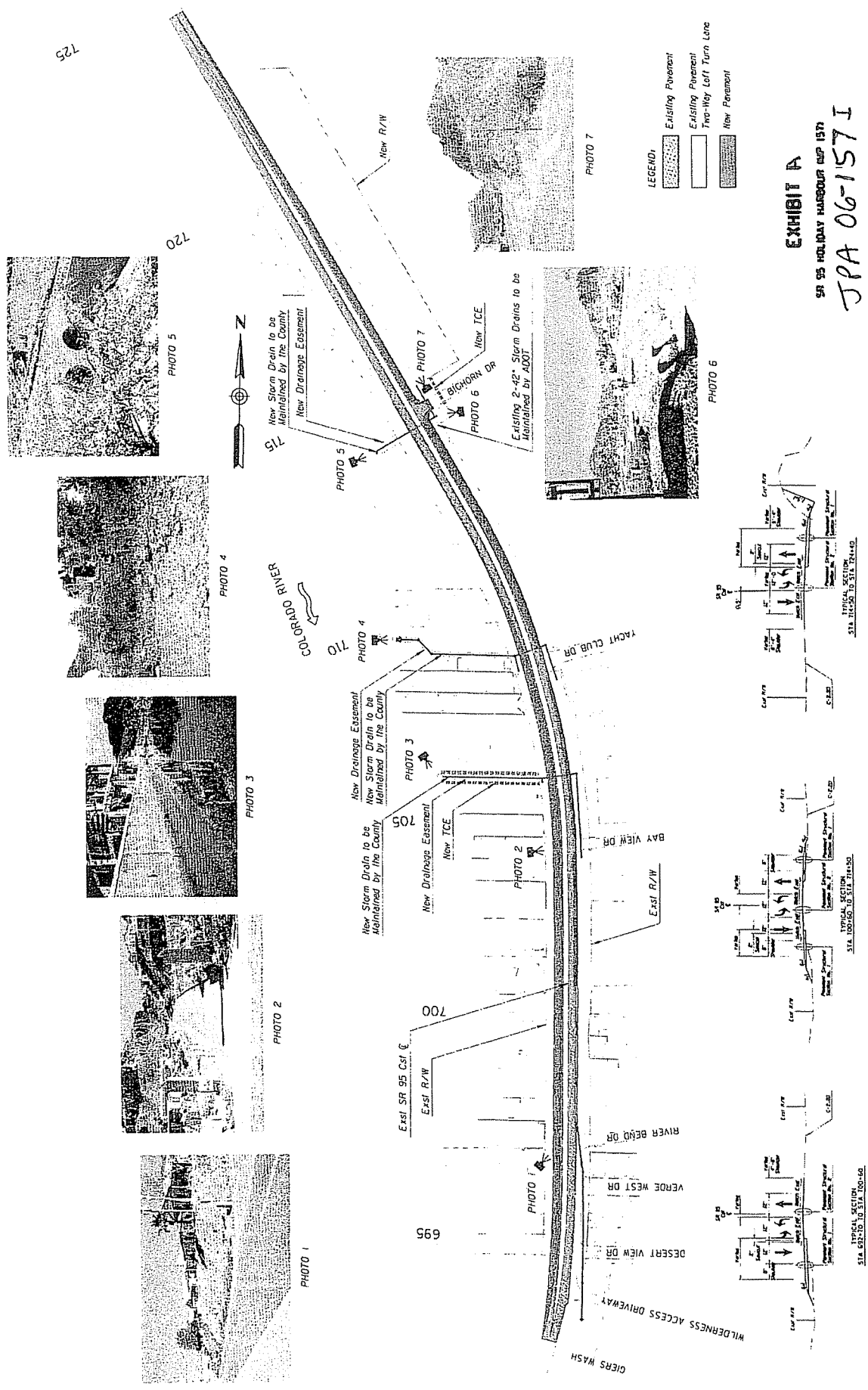
By 
DONNA J. HALE
Clerk of the Board

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

G:\06-157 drainage and roadway improvements
Initial draft 1/22/07 ghc
Revised 1/26/07 ghc
Draft 2 w/ cost change 2/14/07 ghc
Draft 2 with total proj cost added 3/1/07 ghc
Revised 4/13/07 ghc
Revised cost 5/14/07 ghc
Draft Resumed 8/8/07 ghc
Draft 3 8/31/07 ghc
FINAL 9/13/07 ghc



- LEGEND:
- Existing Easement
 - Existing Easement
 - Two-Way Left Turn Lane
 - New Easement

EXHIBIT A
SR 95 HOLIDAY HARBOUR CUP 137I
JPA 06-157I



PHOTO 5



PHOTO 4



PHOTO 3



PHOTO 2

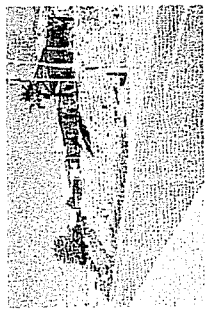


PHOTO 1

PHOTO 4

PHOTO 3

PHOTO 2

PHOTO 1

PHOTO 5

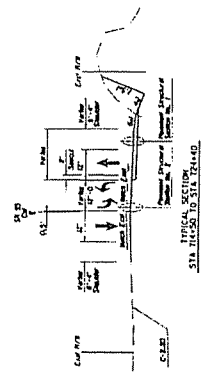
PHOTO 6

PHOTO 7

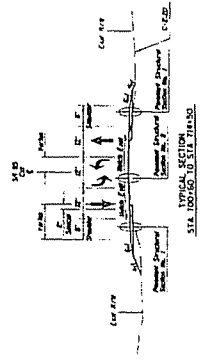


PHOTO 6

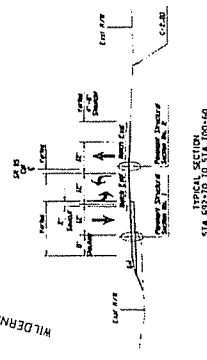
PHOTO 7



TYPICAL SECTION
 STA 100+00 TO STA 100+40



TYPICAL SECTION
 STA 100+40 TO STA 100+80



TYPICAL SECTION
 STA 100+80 TO STA 100+90

ATTORNEY APPROVAL FORM FOR THE LA PAZ COUNTY

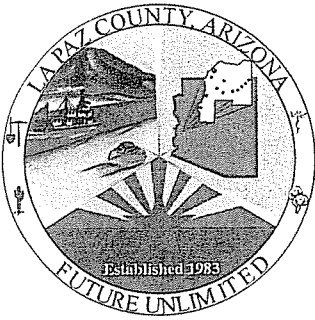
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this First day of October, 2007.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

County Attorney



La Paz County Board of Supervisors

1108 Joshua Avenue

Parker, Arizona 85344

(928) 669-6115

TDD (928) 669-8400

Fax (928) 669-9709

Gene Fisher - District 1
Clifford Edey - District 2
Mary A. Scott - District 3

Donna J. Hale - Clerk of the Board /
Interim County Administrator


STATE OF ARIZONA)
) ss.
COUNTY OF LA PAZ)

I, *Donna J. Hale, Clerk of the Board of Supervisors*, do hereby certify that I am required by law to maintain custody of the official records of *La Paz County* and that the following is the true and correct verbiage of the motion made at the *Board of Supervisors Regular Meeting of October 1, 2007*, relating to Agenda Item No. 26 to "*Approve Intergovernmental Agreement Contract No. P001 2007 002424 with the Arizona Department of Transportation for drainage improvements, road widening of SR95 at Holiday Harbor*".

SUPERVISOR EDEY MOVED to approve Intergovernmental Agreement Contract No. P001 2007 002424 with the Arizona Department of Transportation for drainage improvements, road widening of SR95 at Holiday Harbor. Motion seconded by Chairman Scott, passed unanimously.

In Witness Whereof I have hereunto set my hand and affix the official seal of La Paz County this *5th* day of ***October, 2007***.

Donna J. Hale, Clerk of the Board
La Paz County, Arizona

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007002424 (**JPA 06-157-I**), an Agreement between public agencies, i.e., The State of Arizona and La Paz County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 22, 2007

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:79589
Attachment